

ATTACHMENT 001

STATEMENT OF WORK, REVISED 11/3/01

For the

AIRWAY FACILITIES DIVISION, AMA-400

Instructional Services Contract

Mike Monroney Aeronautical Center

P.O. Box 25082

Oklahoma City, OK 73125

1.0 General Contract Information.

1.1 Scope of Work. - The contractor shall provide instructors and other personnel, qualified according to the minimum qualifications specified in this SOW according to their job title, to perform work more specifically defined in other sections of this document as follows (Ref. Para. 7.2.1 through 7.2.5):

A. Full-time Services

- 1) Instructional includes (Ref. Para. 7.10):
 - a) Instructional Contact (Ref. Para. 14.1)
 - b) Preparation for Contact (Ref. Para. 14.6)
 - c) Class Administration (Ref. Para. 14.2 through 14.5)
 - d) Course Development/Revision - Course maintenance duties consist of updating materials during the administration of a course. Task specific work statements will be used to identify requirements, compensation, special qualifications or other conditions unique to course revision/development tasks beyond course maintenance duties. (Ref. Para. 7.2.5B)
 - e) Subject Matter Expertise (SME) - Provides technical guidance in the development and revision of training courseware in assigned areas.
 - f) Attendance of FAA specific instructional training as required at the discretion of the AMA-400 Division. (Ref. Section 9.0)
- 2) Computer Operators (Ref. Para. 7.2.2)
- 3) Program Management/Clerk Typist (Ref. Para. 7.2.3) - The contractor shall provide key personnel in a core group. The Government reserves the right to delete or add positions to the core group. Deletions or additions to the core group shall become effective not later than 30 calendar days from the date of written notice to the contractor. The initial core group shall consist of the following:
 - a) One Project Manager/Instructor
 - b) One Assistant Manager/Instructor
 - c) One Clerk Typist

- 4) First Line Supervisor (Ref. Para. 7.2.4)
 - a) Must meet instructor qualifications as identified in Para. 7.2.1 of this SOW.
 - b) Will ensure Quality Assurance of effort and delivery of training by monitoring contractor personnel performance, provide effective feedback and or remedial guidance, and monitor time and attendance, based on the Contractor's Quality Control Plan approved by the AMA-400 Division. (Ref. Para. 11.3)
 - c) Shall provide day-to-day supervision of contractor personnel with the exception of program management and clerical staff at a minimum of 25 to 1 employees to supervisor. This rate may be subject to adjustment by the AMA-400 Division.

B. Part Time Services. (Ref. 7.11)

- 1) Part time instructional services will be ordered on a task by task basis via use of Purchase requests and delivery orders which include: all duties as described in paragraph 1.1.A.1 above
- 2) Computer Operator (Ref. Para. 7.2.2)
- 3) Illustrator II (Ref. Para. 7.2.5C)
- 4) First Line Supervisor (Ref. Para. 7.2.4)
- 5) ISDS (Ref. Para. 7.2.5A.)
- 6) Technical Writer (Ref. Para. 7.2.5D.)

1.2 Special Knowledge/Expertise Premium - In the event that a training requirement arises which requires a knowledge base unique to the particular need and which lies outside of the personnel qualifications specified elsewhere in this document, the contractor may be required to recruit personnel meeting these requirements. In this instance, an expertise premium rate may be negotiated to accommodate the situation (reference Section B, Supplies or Services and Prices/Cost, Pricing Schedule, Item #10, and Section H of the contract).

1.3 Support Requirements - The support projections as outlined on Schedule B of the contract are based on assumptions of an increasing equipment course training, revision and development workload over the duration of the contract. However, as one or more of these assumptions may prove unfounded, the AMA-400 Division shall not be bound by, nor does it assume any obligation based on, these projections, beyond the minimum guaranteed full time support in Schedule B of the contract and in accordance with FAR clause 3.2.4-20, as they are solely intended for use during this solicitation, and will be revised as necessary following award. Contractor personnel may be assigned/reassigned by the contractor as required or as may be needed at the discretion of the AMA-400 Division.

1.4 Task Performance Work Statements. - Projected support requirements for each active task will be reflected in one or more Task Performance Work Statements, prepared each performance period, typically quarterly, by the requesting Manager with subsequent Delivery Orders prepared by the Contracting Officer (CO) through the COTR. Each Task Performance Work Statement will reflect support requirements for a single task, subtask, or special project. Each Task Performance Work Statement is subject to revision, within the scope of the contract and task, as needed, to update the projected requirements. Only the most recent Task Performance Work Statement/Delivery Order for each task, subtask, and special project shall be considered to accurately depict AMA-400 Division's support requirements for that period.

1.5 Full Time Contract Support. - Contract personnel identified for support under Part 1, Section B, of the contract, Supplies or Services and Prices/Costs, items number 2, 5 and 8, shall be dedicated by the contractor to providing full-time support hereunder, unless specifically otherwise authorized in writing by the CO. Requests for authorization for such non-dedicated utilization must be submitted in writing by the contractor, will be considered on a case-by-case basis, and will be subject to negotiation. Further, no precedent shall be established by any such authorization, and each request shall be considered separate and distinct from any other requests submitted.

1.6 Personnel Supervision. The Contractor appointed Supervisor(s) shall provide day-to-day supervision of contract personnel. At no time will supervisory control and policy guidance be available through FAA personnel. Said Project Manager shall appoint an interim replacement in his/her absence. Interim Supervisor(s) must meet qualifications as identified in Para. 7.2.1 of this document.

FAA personnel will in no way be involved directly in the process of hiring, selecting/nonselecting, work assignment, work related awards or discipline, approving work schedules/absences, labor/management issues, career planning, or compensation for any individual working or with potential to work under terms of this contract. Any suspected or actual incident of FAA personnel being involved in these processes must be reported to the CO or the COTR.

2.0 Times and Location of Work

2.1 Location of Work. - All work performed under this contract shall be performed at the following location, unless directed in writing by the CO, or the COTR:

Mike Monroney Aeronautical Center (MMAC)

FAA Academy

6500 South MacArthur Blvd.

Oklahoma City, Oklahoma, 73169.

2.2 Normal Hours of Operations. - Operations will generally occur between the hours of 7:00 a.m. to 3:30 pm (D); 3:30 p.m. to 12:00 a.m. (N); and 12:00 a.m. to 8:30 a.m. (M). These work shifts shall be included as part of each task's description, and are subject to change based on the FAA's operational needs.

2.3 Saturday and Sunday Activity. - No Saturday or Sunday activity is anticipated under this contract. In the event such activity is required, the contractor will be notified by the CO, or the COTR, and will be provided as much advance notice of the requirement as practicable. Other than those specific requirements identified by the FAA, neither Saturday nor Sunday activity will be permitted without prior written authorization from the CO, or the COTR.

2.4 Overtime. - No overtime activity is anticipated under this contract. In the event such activity is required by the FAA, the contractor will be notified by the CO, or the COTR, and will be provided as much advance notice of the requirement as practicable. Absent such notification, overtime activity will not be permitted without the express written approval of the CO or COTR. Further, this provision shall apply regardless of the methods proposed by the contractor for compensating employees involved in such activity.

2.5 Observance of Holidays. - No activity is anticipated under this contract on holidays recognized by the FAA. In the event such activity is required, the contractor will be notified by the CO, or the COTR, and will be provided as much advance notice of the requirement as practicable. Absent such requirements, holiday activities will not be permitted without prior written authorization from the CO, or the COTR.

Designated U.S. Federal Holidays. - A list of the designated U.S. Federal holidays as of the date of this document is as follows:

New Year's Day
Martin Luther King, Jr's Birthday
George Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Additionally, other days may be proclaimed as a "holiday" by Federal statute, executive order, or Presidential proclamation, and these days shall be considered equivalent to the ten that have been officially designated. No other holidays shall be recognized under this contract, except in those cases where an employee is working under this contract in a foreign country. In these rare cases, the holidays of the host country will be observed.

2.6 Aeronautical Center Closure/Early Dismissal. - Adverse weather conditions or other emergencies may require the closure of the Mike Monroney Aeronautical Center. Circumstances may also arise which will require the early dismissal of MMAC personnel. In most cases, no activity is expected under this contract during periods of MMAC closure and/or early dismissal, nor will any such activity be permitted during these periods without prior written authorization from the CO, or the COTR.

2.7 Notification of Center Closure/Early Dismissal. - The FAA will provide the contractor with notice of MMAC closures through the use of public broadcast announcements on local television and radio stations and/or official Aeronautical announcements. Announcements of early dismissal will be provided to the contractor by the CO, the COTR, or in their absence by appropriate AMA-400 Division management. In the event of inclement weather, the contractor shall be responsible for calling the Aeronautical Center for Operations, 954-0040, for guidance.

2.8 Guaranteed Work/Excused Absence. - This document does not establish any specific minimum quantity of work, either as an aggregate figure or on a per employee basis, beyond that established in Section B, Full-Time Services, of the contract, on any day affected by either the closure of MMAC or the early dismissal of MMAC personnel. Neither does it establish any specific provision for granting excused absences, or any type of reimbursable leave for these days established in Section B of the contract. The contractor may propose such work minimums and/or employee benefits, but shall be responsible for demonstrating the benefits to the FAA of any such minimums so proposed.

3.0 Travel. - Support under this contract may require contract personnel to travel as part of their normal assigned duties. Such travel, when required, will almost exclusively be restricted to, but need not be limited to, the territories and possessions of the United States. Any such travel, in connection with performance of tasked activities, requires pre-trip travel approval by the CO, or the COTR.

3.1 Travel Reimbursement Guidelines - The provisions of the Federal Travel Regulations (FPMR 101-7), issued by the General Services Administration (GSA) (Order DOT 1500.6A), will be used as the guideline for establishing allowable reimbursement costs for all travel within the 50 states, the District of Columbia, the Commonwealth of Puerto Rico and the territories and possessions of the United States. The provisions of the Foreign Service Act of 1980 will govern any travel outside the areas listed above.

3.2 Travel Cost Reimbursement - Non-Local. - The FAA will directly reimburse the contractor's employees, for non-local travel that has been approved in accordance with AMA-400's established procedures. In certain cases a contract employee may be eligible to receive an advance against their anticipated travel costs, which will be then deducted from the total amount reimbursable at the completion of the travel. The FAA shall be solely responsible for determining what costs are allowable for reimbursement. The FAA will not reimburse costs determined to be unnecessary, unreasonable, or unallowable. Reimbursement will be accomplished through the utilization of FAA Travel Orders, Travel Vouchers, and direct deposit to the account designated by the traveling contract employee.

3.3 Travel Benefits. - The Government retains its rights and privileges to any benefits received by contract personnel while on approved reimbursable travel under the provisions of this contract. These rights and privileges include, but are not limited to, such benefits as "frequent flyer" program credits. These rights and privileges cannot be involuntarily surrendered, transferred, forfeited, or ceded and such forfeiture can only be accomplished by the CO, or the COTR, and must be in writing.

4.0 Government Property Rights.

4.1 FAA Proprietary Rights. - The FAA acquires title and exclusive rights to all products resulting from performance under this contract, and all the rights and privileges derived therefrom, as these products are produced. This right is not dependent upon the completion of the product, the formal or written acceptance of the product, or receipt of payment for the services from which the product results.

4.2 Forfeiture of Rights. - The rights and privileges described in the preceding paragraph cannot be involuntarily surrendered, transferred, forfeited, or ceded. Any such forfeiture can only be accomplished by the CO, or the COTR, and must be in writing. Further, no precedent shall be established by any such forfeiture, and each request shall be considered separate and distinct from all other requests.

4.3 Use/Dissemination of Government Property. - Unless specifically authorized in writing by the CO or the COTR, the contractor shall not use or disseminate any item of Government property for any purpose other than those specifically outlined in this document, the contract and other related contract documents. This prohibition includes, but is not limited to, the use of FAA equipment for work not directly in support of this contract, and the use and/or dissemination of any FAA training materials, including materials developed under this contract.

4.4 Removing Government Property from MMAC. - Unless specifically authorized in writing by the CO or the COTR, the contractor shall not remove, nor permit its employees to remove, Government property from the MMAC for any purpose other than those specifically outlined in this document, the contract and other related contract documents. This prohibition applies to property furnished to the contractor by the FAA, property acquired by the contractor using contract funds, and property produced through performance under this contract. Further, this prohibition covers both the physical removal and the electronic transmission of property, and applies equally to both original items and all reproductions of those items, regardless of the reproduction format.

5.0 Government Furnished Items.

5.1 Facilities and Utilities. - AMA-400 shall provide space and facilities plus associated utilities and housekeeping, equivalent to that provided to FAA personnel, for the contractor to perform the work defined in this document. Space provided shall be maintained to the same standards as like areas occupied by FAA personnel. Facilities provided are to be used exclusively in support of this contract.

The contractor shall not make any alterations to Government furnished space or facilities except as approved in writing by the CO or COTR.

5.2 FAA Access to Provided Space. - The contractor is hereby advised that a limited number of FAA personnel will have unrestricted access to space provided for their use in accordance with the provisions of the preceding paragraph. As a result of MMAC policies regarding the utilization and distribution of Government keys, certain FAA employees will be provided master (or sub-master) keys which will open all doors utilizing a key number within their allocated group (or sub-group). The contractor should take this into account when developing their proposal in order that it includes adequate provisions for safeguarding sensitive personnel information, proprietary data, and any other sensitive data that the contractor wishes to retain in the space provided.

5.3 Conservation of Utilities. - The contractor shall ensure all contract employees are aware of acceptable utilities conservation practices, and shall be responsible for operating so as to minimize the waste of utilities.

5.4 Government Furnished Property. - None of the items described in the paragraphs following shall be considered Government furnished property, for which the contractor will be required to provide property management systems or procedures. Rather, these items will be "shared access" items, provided for the contract employees' use in tasked activities, but which will also be available for use by FAA personnel as needed. The FAA retains full control of and property management responsibility for all items provided, as well as sole discretion in the placement and/or movement of all property provided to the contractor. No removal, relocation, or re-assignment of "shared access" property will be accomplished by the contractor without prior written approval by the COTR.

5.5 Office Furniture. - AMA-400 shall provide workstations, desks, chairs, filing cabinetry, and other office furnishings for contract personnel comparable to those provided to Government personnel.

5.6 Supplies. - Except for such company-specific supplies and materials as may be required by the contractor, such as pre-printed stationery, and those supplies which are required by the contractor based on such factors as brand preference, the FAA will maintain and distribute all supplies and material typically required in the course of normal performance under this contract, subject to availability. In the event supplies are not available, the contractor may request the FAA to purchase additional supplies from commercial sources, but the FAA reserves the right to disapprove the request. The contractor may elect to provide supplies not available through the AMA-400 Division, and which the FAA declines to purchase. However, no direct charge to this contract shall result from such an election unless the charge is expressly approved in writing by the CO or COTR prior to the cost's being incurred. Examples of the above include, but are not limited to, company-specific supplies (i.e., letterhead and pre-printed stationery), brand name supply items, etc.

5.7 Computer Hardware and Software. - With the exception of contractor specific computer hardware and software required by contract program management and administrative personnel (Ref. Para. 6.1) in order to protect potentially proprietary information, sensitive personnel information, and other sensitive data be stored within their systems, the FAA will maintain and distribute all computer equipment and software required to perform tasks ordered under this contract. Sharing of AMA-400 Division provided computer equipment is anticipated during the life of this contract. The contractor may elect to propose methods by which contractor owned and/or contractor acquired hardware and/or software may be utilized to supplement existing FAA equipment to provide additional equipment available for use by contract personnel. The distribution of computer equipment and software to contract personnel in other tasks will be determined by AMA-400 Division management, subject to availability, and based on AMA-400 Division's workload priorities. Contract personnel shall not install, uninstall, move, or make modifications to, any hardware or software on any computer located at the MMAC without prior written approval from the COTR. The COTR shall be responsible for obtaining the clearances necessary through AMA-400 Division management and other FAA offices.

7.13 Reductions in Force (RIFs). - The contractor's policies and procedures for determining which contract employees are retained in RIF situations should minimize the disruption to the AMA-400 Division's workload, and should emphasize demonstrated past performance and possession of specified minimum education/experience requirements over seniority when determining priority for RIF, to the extent practicable.

7.14 Recall Policies and Procedures. - The contractor's policies and procedures for determining employees' eligibility for recall to support positions under this contract shall be consistent with the FAA's need for qualified support personnel. Accordingly, the contractor's recall policies, as they apply to this contract, should, where practicable, emphasize demonstrated past performance and possession of specified minimum education/experience requirements over seniority when determining priority for recall under this contract.

7.15 Strike Contingency Plan. - The contractor shall develop a strike contingency plan to ensure continuity of operations in the event of a strike by contract personnel. Contract support services provided under the strike contingency plan shall be at no additional cost to the Government.

7.16 Contract Employee Affiliations. - The contractor should be aware of potential contract employees' affiliations (by blood, marriage, or living arrangement) and this should be identified to the FAA at the time of the applicant's initial qualifications review. The contractor should also identify changes in affiliations as they occur. The contractor will factor this information into the assignment of contractor employees to tasks or work area, in order to comply not only with the Government's human resource management standards, and any local policies that may be more restrictive, but also with the contractor's own standards.

8.0 Contract Employee Performance and Conduct. - Contractor personnel shall adhere to all policies and procedures established by the FAA pertaining to instructor/student conduct and relations as contained in FAA Conduct and Discipline Order 3750.4 (reference Attachment A).

8.1 Performance Evaluation System. - The contractor shall establish and maintain a system to monitor and evaluate the performance and conduct of every employee under this contract on a regular basis, with a minimum of one evaluation every six (6) months. This system shall include provisions for soliciting input from at least one cognizant AMA-400 management representative, as an integral part of each performance evaluation, and a copy of each evaluation shall be provided to the COTR.

8.2 Probationary Performance Review. - The contractor shall ensure each employee providing direct support under this contract satisfactorily completes an initial probationary period, of no less than one month and no more than six months, before they are offered a commitment for extended employment under this contract. Satisfactory completion of this probationary period shall require, as a minimum, receiving at least one performance evaluation of satisfactory or better.

8.2.1 Instructor Performance Evaluation. To assure high quality instructor performance, the contractor's lecture and laboratory instructors may be Jointly monitored periodically without prior notice. A joint monitor group will consist of an FAA Subject Matter Expert with equipment specific knowledge, an FAA manager, and a contractor representative designated by the contractor's Project Manager. FAA managers or the contracting officer's representative are not precluded from performing unannounced personal monitors of contract instructors at any time. The FAA monitors will use the current standard instructional improvement worksheet and the course schedule, as supplied by the appropriate Branch Manager, as a guide. The course schedule will be used to determine the correct lesson plan for the class period to be monitored.

Normally, one complete session of lecture and/or lab will be monitored. The results of any monitor session wherein any deficiency is noted shall fall into one or both of the following categories:

A. Category one addresses minor problems such as improper classroom behavior, wasting small amounts of time or resources, and using ineffective instructional techniques.

1) Minor Performance Deficiencies. The FAA representatives will meet with the instructor's supervisor within 3 working days after completion of the joint monitoring session to present written reports and discuss ways to improve the instructor's performance. The instructor's supervisor shall then counsel the instructor and provide a written report to the contracting officer's representative within 5 working days. These efforts and their results shall be accomplished in private between cognizant contractor personnel and all FAA personnel involved. An instructor who continues to exhibit deficiencies, as determined by the contracting officer's representative from 2 or more of the instructor's monitor reports, shall be deemed to have major performance infractions subject to the provisions of Para. 8.2.1.B.

B. Category two addresses major performance infractions such as repeated proven inability to teach, habitual absenteeism, inadequate preparation or lack of subject matter expertise, and personal conduct detrimental to the FAA.

1) Major Performance Infractions. The contracting officer may require dismissal from work of those employees which he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The contractor shall then take action to assure the quality of the ongoing training and to remedy any problems caused by these infractions.

8.2.2 Disqualification. Any individual working under this contract who does not confirm the qualifications specified for a task or tasks by his/her work performance will be disqualified for work under this contract or limited to certain specified tasks. Disqualification under this clause will be forwarded from the Contracting Officer to the Contractor.

8.3 Performance Incentives. - The contractor shall include in their proposal's management plan provisions for rewarding employees who demonstrate superior performance in providing direct support under this contract.

9.0 Contract Employee Training.

9.1 Contract Employee Orientation - The Contractor shall provide each contract employee with orientation to the methodologies, systems, procedures, and processes utilized by AMA-400 Division in the completion of its activities. This will be done in acknowledgement of the fact that even fully qualified contract personnel may be unaware of unique practices utilized in the AMA-400 Division's training environment.

9.2 Prohibited Training - Contract Employees. - In accordance with the provisions of the Training Schools Act (Title 49 USC 40108), and other applicable authorities, the AMA-400 Division is generally prohibited from using appropriated funds to provide training for contract personnel if such training is available from commercial sources.

9.3 Unique Technical Training. - The AMA-400 Division may provide training to contract personnel if the training is determined to be technically complex and unavailable from commercial sources. This exception covers all AMA-400 Division required Instructor training, as well as Course 10520, Basic Instructor Training (BIT) and other FAA-specific courses covering the development of instructional materials in accordance with FAA standards and practices, which have been determined to be unique training offered only by the FAA. The AMA-400 Division is not obligated to provide such training, but may do so if in the best interest of the Government.

9.4 Contractor Training Costs - In those situations where the AMA-400 Division is authorized to provide training to contract personnel, it may be provided at no cost to the contractor or contract employee. However, the AMA-400 Division retains the right to deduct costs incurred for training provided to contract personnel from payments otherwise due the contractor in specific situations, as described in paragraph 10.2.

9.5 Required Training - Instructors. - Contract personnel assigned to duties as a classroom instructor, regardless of specialty, shall be required to successfully complete Course 10520, Basic Instructor Training (BIT). Instructors involved in the revision, development, or maintenance of course materials may be required to successfully complete one or more training materials development courses, depending on the specific nature of their duties. The AMA-400 Division reserves the right to waive/delay these requirements on a case by case basis in consideration of an individual's prior experience and training. The waiver/delay must be in writing by the COTR.

9.6 Required Training - Other Positions. - Contract personnel in non-instructor positions, regardless of specialty, shall be fully trained in their area of technical specialization prior to their utilization under this contract. Accordingly, the AMA-400 Division does not anticipate any training will be required for these individuals. Should a need for training be identified at a later date, the restrictions described in Para. 9.2 shall apply.

9.7 Contractor Training Limitations - No contract employee shall be trained at Government cost more than once for any given course.

9.8 Remedial Training. - In the event it is determined a contract employee is in need of remedial training is indicated, such remedial training shall be conducted/arranged/coordinated by the contractor, in consultation with the appropriate AMA-400 Manager and approved in writing by the COTR.

9.9 Remedial Training Limitation. - No contract employee shall be provided remedial training more than one time without the express written authorization of the CO or COTR. Absent such authorization, the contractor shall be expected to remove the employee from support under this contract in the event a determination is made that an employee requires additional remedial training. Remedial training will be at the expense of the contractor.

9.10 Contractor Provided Training. - This document does not require, nor should it be interpreted as encouraging, the contractor to provide any training for contract employees that will result in a direct cost to this contract. However, as the AMA-400 Division considers employee development one critical element in employee retention, the contractor may wish to propose a training program to provide their personnel with training for skill enhancement, career advancement, and to accommodate changes in mission, procedures, and equipment, to the extent it can be accomplished without direct charges to the contract. If proposed, the training program will be subject to a risk analysis, and to negotiations, prior to its implementation.

10.0 Deductions.

10.1 Deduction of AMA-400 Division Administrative Costs. - The AMA-400 Division reserves the right to deduct from payments otherwise due to the contractor, on a case-by-case basis, those costs incurred by AMA-400 Division, in whole or in part, for administrative activities required due to actions of the contractor or its employees and beyond the control of the AMA-400 Division. These activities may include, but need not be limited to, such things as expenses associated with lost or damaged Government keys and identification badges, and processing MMAC parking tickets. Activities involved in processing requests for service or support from other FAA offices may also be included where such requests are not directly linked to AMA-400 Division management's direction.

10.2 Deduction of FAA Training Costs. - The AMA-400 Division reserves the right to deduct from payments otherwise due the contractor, on a case-by-case basis, costs incurred, in whole or in part, for training provided to contract personnel. This provision shall apply in cases where a contractor employee either fails to achieve sufficient proficiency to obtain qualification, or terminates their appointment under this contract within 6 months from their initial appointment or completion of training. This provision shall also apply in all cases involving remedial or requalification training required for a contract employee.

10.3 Deduction of Extended Vacancy Penalty. - The AMA-400 Division reserves the right to deduct from payments otherwise due to the contractor, on a case-by-case basis, a penalty as consideration for inconvenience suffered by the AMA-400 Division as a result of the contractor's failure to fill a vacancy in a timely manner. The penalty shall not exceed twenty (20) percent of the direct wages for the vacant position which would have been payable during that portion of the total vacancy period exceeding the allowable vacancy period. In addition, should the contractor be unable to fill a vacancy, the AMA-400 Division reserves the right to charge an additional penalty to the contractor based on charges that the AMA-400 Division may incur to provide the requirement through an alternate source. The penalty shall be calculated by the COTR, and submitted to the CO for approval.

11.0 Quality Assurance and Quality Control.

11.1 Quality Assurance. - The AMA-400 Division shall monitor and evaluate the performance of the contractor to ensure compliance with all contract provisions, prevailing law, regulations, and policies.

11.2 Quality Control. - The contractor shall be responsible for ensuring the quality of service provided by contract personnel, and correspondingly for monitoring, evaluating, etc., the performance of their employees. This does not establish, nor should the contractor assume, any responsibilities other than those specified in the contract, for monitoring the quality of FAA programs, or FAA products.

11.3 Contractor Quality Control Plan. - The contractor shall prepare, implement, and maintain a quality control plan to ensure compliance with all provisions of this document, as well as applicable provisions of the contract. This plan, including any anticipated modifications, shall be included with any proposal submitted in response to this document. No changes may be made to the quality control plan submitted without written approval from the CO or the COTR.

12.0 Data Reporting.

12.1 Deliverables - Reports and Data. - The contractor shall provide various reports and data to the CO, the COTR, and to other FAA offices as needed, as part of their normal administrative activities.

12.2 Activity Data Tracking System. - The management of AMA-400 Division utilizes a management information system comprised of, in part, an Activity Data Tracking System (ADTS) which is used to gather data on AMA-400 Division activities and their costs. All contract personnel will be required, regardless of their assigned task, to enter activity data into ADTS as part of their normal duties under this contract. The AMA-400 Division will provide training on the ADTS system as required.

12.3 Training Program Review Meetings. - Training Program Review meetings between FAA personnel and contractor personnel will be held at the FAA Aeronautical Center on a regularly scheduled basis. The first meeting will be scheduled 2 weeks after contract award with follow-on meetings held on a monthly basis thereafter for the duration of the contractor conducted training. The purpose of these meetings will be to:

- A. Review the contractor's plans and schedules for scheduling any new, revised, or updated training materials.
- B. Identify, discuss and resolve any problems and/or conflicts that may arise in the scheduling or conduct of the training program.
- C. Review the contractor's monthly progress reports covering the current status of all deliverables.

The contractor shall provide to the Government a Review Agenda, Presentation Material, Review Minutes, and an Action Item List for each meeting. Contractor personnel attending these meetings shall have the background, knowledge, and authority to discuss, make decisions, and take appropriate action on the identified agenda items.

13.0 Transitions.

13.1 Contract Transitions. - It is critical the transition to and from performance under this contract be accomplished in a well planned, orderly, and efficient manner. Accordingly, the contractor shall provide a detailed plan for transitioning to performance under the new contract (phase-in). It is also critical the contractor accomplish whatever transition activities the FAA deems necessary at the conclusion of performance under this contract (phase-out).

13.2 Phase-In Transition. - The contractor shall submit, as part of its technical proposal, a transition plan. This plan should address all elements considered important to the contractor and, as a minimum, include the following:

- A. The number and title(s) of personnel participating in each event during transition.
- B. Contractor goals for each event in the transition.
- C. Contractor training and orientation activities not provided by the Government.
- D. Requirements for Government furnished training.
- E. Contractor on-site facility and equipment requirements during the transition.
- F. Specific training and transition actions to ensure quality of performance.
- G. Other guidance and assistance requested from the Government.
- H. Optimum time required for the transition, circumstances permitting.
- I. The minimum time required for the transition.

13.3 Phase-Out Transition. - At the conclusion of any performance period, including option periods or extensions, the services provided under this contract may revert to an in-house Government operation or may be awarded to another contractor. The contractor shall be required, as an integral element of the tasking under this contract, to assist in whatever transition activities the FAA deems necessary.

14.0 Instructional Issues.

14.1 Instructional Design Approach. - The contractor shall use the Instructional Systems Design (ISD) approach, as applied within AMA-400 Division, for the presentation, development, and revision of all training materials. This requirement applies to all training delivery systems, including but not limited to written materials, computer-based instruction (CBI), and video based instruction. Contract instructor personnel shall adhere to established course outlines, lesson plans, and procedures as supplied by the course manager or his/her designee. Contract instructors will present course information structured around the following 5 major elements:

- A. Clearly stated objectives; what the student will be required to know to enable progress.
- B. Clearly stated training outcomes; what the student will be able to do as a result of training. Expected outcomes:
 - 1) Demonstrate a thorough knowledge and comprehension of the importance of the system or subsystem as used in the FAA, the terminology and definitions used in the applicable handbooks.
 - 2) Locate and identify components in the subassemblies and circuit cards, locate inter-cabinet wiring, power cables, and controls and indicators and determine their functions.
 - 3) Interpret, trace, and evaluate electrical, mechanical, electronic, and logic diagrams and flow charts to determine the operational function of each.
 - 4) Demonstrate a knowledge of the application of tools, common and system specific test equipment and materials used to maintain the equipment.

- 5) Identify faults and problems within the system when given problem situations and appropriate operational conditions.
 - 6) Analyze problem situations and conditions of the systems and select proper repair procedures.
 - 7) Demonstrate and explain safety precautions associated with the systems.
 - 8) Perform all preventive and corrective maintenance tests, performance checks, alignments, and procedures associated with the systems being taught.
- C. Required participation by all students throughout the training term.
- D. Provision for feedback throughout the training term to assure that the program is accomplishing the outcomes and goals.
- E. Student mastery of skills and training outcomes clearly demonstrated through use of comprehensive written and/or performance tests.
- 1) The contractor shall conduct periodic quizzes and/or tests, and evaluate laboratory performance in order to continually assess student progress toward course objectives.
 - 2) The grading criteria for a course is determined by a combination of graded written examinations-and/or proficiency examinations. The final course grade is determined using an average of the graded written exams and/or laboratory proficiency exams.

14.2 Course Evaluation. - Each contractor conducted training class will be evaluated by the students and sporadically by representatives of the Contracting Officer to determine whether all course outcomes and training objectives were achieved.

14.2.1 Evaluation Process. - The appropriate FAA Branch Manager or his/her representative will furnish course evaluation forms to the contractor for distribution to all students prior to the last day of each class. The instructor will inform the students that the evaluation forms are to be completed and returned no later than the last class period.

The FAA Branch manager or his/her representative will collect the completed evaluation forms and, within 5 working days after completion of the class, forward all completed evaluation forms to the contracting officer's representative or his/her designee.

14.2.2 Evaluation Form. - The evaluation forms to be used will be the "General End of Course Evaluation" form and the accompanying "FAA General Answer Sheet", or a suitable replacement thereof, supplied by the Government.

14.2.3 Evaluation Feedback. - The evaluation feedback forms will be made available to the contractor within 10 calendar days after receipt by the COTR of the completed evaluation forms.

14.3 Counseling of Students. - The contractor shall provide academic guidance to students, as required, directly related to comprehension and learning of course materials/principles (perform formal and informal academic counseling of students by the contractor) in accordance with AMA-400 Division guidelines or other similar orders or regulations as identified by the Government. The contractor shall not perform nonacademic counseling of students. If the contractor feels a student should not continue in the class for any reason, the contractor shall immediately notify the COTR or his/her designee of such reason(s) and obtain a determination whether the student should be withdrawn. This determination will be forwarded to the student's home FAA supervisor/manager by a Government representative.

14.4 Student Attendance. - The appropriate FAA Branch Manager will provide the names of authorized students for each training class to the contractor prior to the course convening date. The contractor shall maintain a daily record of student attendance. If a student is absent, a verbal notification shall be submitted to the appropriate FAA Branch Manager no later than one hour after the absence is noted.

14.5 Student Enrollment and Orientation. - The FAA Branch Manager, his/her designee, or the contract supervisor, manager, or instructor may perform enrollment and student orientation responsibilities on the first day of a class based on personnel accessibility. No precedent shall be established and enrollment and orientation responsibility for each class shall be coordinated and considered separate and distinct from any other.

14.6 New Training Materials/Delivery Systems. - The contractor shall be required to transition to new training materials and delivery systems as they are adopted and implemented. Plans and schedules for such transitions shall be developed by the AMA-400 Division, which will coordinate with the contractor to ensure sufficient time is allotted for required transition activities.

14.7 Course Descriptions. - For the purpose of this solicitation, descriptions of the various courses managed, maintained, or supported by AMA-400 Division can be found in an on-line catalog of active courses, available over the internet at the following address: "<http://www.academy.jccbi.gov/>". The information presented therein is maintained by the FAA Academy and should be considered the definitive source of information about active courses for all other purposes following award.

15.0 Miscellaneous Issues.

15.1 After Hours Access to MMAC Buildings. - With the exception of scheduled shift instructional operations during the life of this contract, contract personnel shall need written authorization from the CO, or the COTR, to gain access to MMAC buildings outside the normal hours of operations.

15.2 Parking and Traffic Regulations. - The contractor will ensure all contract employees are advised of and adhere to published parking and traffic regulations applicable to the MMAC.

15.3 Reserved Parking Spaces. - Reserved parking spaces may be requested through the CO, or the COTR, for employees with either temporary or permanent disabling conditions. No other requests for reserved parking spaces will be accepted.

15.4 Employee Appearance. - Contract personnel shall present a neat appearance appropriate for conduct of the Government's business during all duty hours. Further, each contract employee shall wear an identification badge in accordance with existing FAA policies and regulations while at the MMAC, with the initial badge provided by the FAA at no cost to the contractor.

15.5 Contractor's Policies and Directives. - Directives, policies, standards, and procedures established by the contractor's own organization may be utilized under this contract to the extent they do not conflict with FAA directives, policies, standards, and procedures, or the provisions of this contract. Copies of any such directives, policies, standards or procedures shall be provided to both the CO and COTR for review, and they shall not be utilized, however, without the express approval of the CO, or the COTR. Further, once approved, the contractor must not make, or allow others to make, changes to the directives, policies, standards or procedures being applied under this contract once approval is received without the express written approval of the CO, or the COTR.

15.6 Contract Employee Benefits and Incentives. - The contractor shall ensure their proposal reflects a description of all employee benefits and incentives, as well as any modifications anticipated during the life of the contract, being offered to employees providing direct support under this contract. The contractor shall not modify, other than those modifications described in their proposal, the benefits and incentives thus described without specific written authorization by the CO.

5.8 FAA Computer Network. - The FAA maintains a computer network connecting work areas throughout all buildings of the FAA Academy. The AMA-400 Division will provide contract personnel with access to the FAA's computer network in their normal work area. Contract personnel shall not connect any computer equipment to the FAA network without prior written authorization from the COTR. The COTR shall be responsible for obtaining the clearances necessary through the AMA-400 Division management and other FAA.

5.9 Misuse of FAA Computer Network. - The contractor shall abide by all FAA intranet, internet/network policies and orders (web address). Misuse of FAA provided computer equipment and/or computer network by contract personnel will not be tolerated, and will result in a determination by AMA-400 Division management as to appropriate corrective action for each infraction. Depending upon the nature and severity of the infraction, corrective actions can range from loss of privileges (i.e., loss of access to the Internet) to removal from support under this contract. Further, these determinations are not subject to appeal. Lastly, these provisions do not preclude the imposition of any applicable civil or criminal penalty resultant from an infraction.

6.0 Contractor Furnished Items.

6.1 Contractor Supplied Equipment/Furniture. - The contractor shall be responsible for providing, without direct cost to this contract, any equipment it requires for the program management and clerical staff. Examples include, but are not limited to, computers, printers, other computer peripherals, office equipment (fax machine, copier, etc.), and items of personal convenience (coffee maker, microwave oven, etc.). It is possible the contractor may elect to provide computers, furniture, equipment, or supplies beyond those required under the provisions of the preceding paragraphs. Should this occur, this contract shall not incur any direct charges as a result of such election unless the charge has been expressly approved in writing by either the CO or COTR prior to the cost's being incurred.

This prohibition against such charges applies not only to easily identifiable costs such as the purchase price of furniture or equipment, but also to the associated costs, such as the cost of transporting the furniture or equipment to (or from) the MMAC.

6.2 Contractor Furnished Computer Equipment. - All computer hardware and software provided by the contractor, if intended to be connected to the FAA computer network, shall comply with minimum specifications reflected in the FAA Computer Security Order as of the date of its connection. Further, this equipment shall either be updated as needed to maintain compliance with subsequent specifications and remain compatible with other FAA offices or be disconnected from the network, as directed in writing by the CO or COTR.

6.3 Suitability/Safety of Contractor Supplied Items. - The AMA-400 Division reserves the right to determine the suitability and safety of any furniture, equipment, or supplies provided by the contractor. Suitability, as applied to computer equipment and software, shall also mean full compatibility with existing FAA network equipment and software, and full compliance with any FAA network specifications pertaining to such items. Items deemed unsuitable or unsafe shall be removed from the Mike Monroney Aeronautical Center, or moved to a suitable location, as directed in writing by the CO or COTR, at no direct cost to this contract.

7.0 Employment and Staffing.

7.1 Basic Support Workforce Requirements. - Support personnel who make up the workforce provided under this contract represent a key resource to the AMA-400 Division in the management of a critical training program. Accordingly, it is vital that the contractor be able to recruit and retain fully qualified personnel for this workforce. The AMA-400 Division therefore strongly encourages the contractor to utilize systems of pay, benefits, incentives, and performance monitoring under this contract that will help ensure this type of support workforce is developed and maintained.

It is expected that systems for pay, benefits, and incentives proposed will allow the contractor to recruit and retain a highly qualified, motivated workforce, and that the performance monitoring system will recognize and reward superior performance by contract personnel while detecting and correcting substandard performance. The contractor's performance in these areas will be monitored closely following contract award.

7.2 Minimum Experience/Education Requirements. - With the exception of those individuals specifically covered by the provisions of paragraph 7.3 below, all personnel employed in support of this contract are expected to meet any specified minimum experience and/or education requirements for their respective position, as of the date of their appointment. Such minimums are specified for each labor category identified in this document.

7.2.1 Qualification Requirements - Instructor

A. Instructor General Qualification Requirements

1) Education Level: Instructors shall have at least 2 years of education by way of any of the following:

- a) Electronics Technology or Electrical Engineering Degree from an accredited College or University (Baccalaureate or Associate), or
- b) Two year certificate in Electronic Technology or Electro-Mechanics Technology, or
- c) Government or Private Sector in Electronics Technology or Electro-Mechanics Technology training.

2) Experience requirements: Instructors shall have at least 4 years experience in any combination of the following positions:

- a) Government or Private Industry Electrical Engineering, Electronics Technology, Electro-Mechanics Technology position, or
- b) Government or Private Industry Electronics Technology or Mechanical Electronics Technology instruction position.

B. Instructor Specialized Experience Requirements

1) Radar Systems: A minimum of 2 years experience in any combination of the following:

- a) Government or Private Industry radar system maintenance, or
- b) Government or Private Industry radar engineering or design, or
- c) Government or Private Industry Radar systems instruction.

2) Automation Systems: A minimum of 2 years experience in any combination of the following:

- a) Government or Private Industry automated data processing system maintenance, or
- b) Government or Private Industry automated system engineering or design, or
- c) Government or Private Industry automation systems instructor.

3. Navigation/Communications Systems: A minimum of 2 years experience in any combination of the following:

- a) Government or Private Industry maintenance of navigation or communication equipment, or
- b) Government or Private Industry design or engineering of navigation or communication systems, or
- c) Government or Private Industry navigation and/or communication system instructor position.

4. Environmental/Electromechanical Systems: A minimum of 2 years experience in any combination of the following:

- a) Government or Private Industry system maintenance of environmental or electro-mechanical equipment, or
- b) Government or Private Industry design or engineering of environmental or electro-mechanical systems, or
- c) Government or Private Industry environmental and/or electro-mechanical systems instructor position.

7.2.2 Computer Operator Qualification Requirements:

- A. Education - High School Diploma or GED Certificate.
- B. Experience - At least 4 years of computer operations with either mainframe or mini-main frame computer systems, demonstrating the complete ability to control the computer system, hardware and all appropriate software programs, through system keyboard inputs and equipment switches.

7.2.3 Program Manager, Assist. Program Manager, Clerk Typist Qualification Requirements

- A. Program Manager, Assist. Program Manager
 - 1) Must meet qualifications for instructor as identified in Para. 7.2.1.
 - 2) Two years supervisory or management experience.
- B. Clerk Typist
 - 1) High School Diploma or GED Certificate.
 - 2) Six months experience using word processor software.
 - 3) Typing skill of 50 words per minute.
 - 4) One year experience in general office administration.

7.2.4 First Line Supervisor Qualification Requirements

- A. Must meet qualifications for instructor as identified in Para. 7.2.1.
- B. One year supervisory experience or successful completion of commercially available supervisory training at no cost to the government.

7.2.5 Other Support Personnel Qualification Requirements

- A. Instructional Systems Design Specialist (ISDS): All ISDS personnel performing work under this contract must possess a baccalaureate or higher degree which included or was supplemented by 24 semester hours formal study in Job Centered Training or equivalent specialties. Reference courses must have included; theoretic approach, course design, training strategies, and computer aided instruction/word processor software. Specific requirements in addition to this basic description will be identified in task specific Delivery Orders.
- B. Development/Revision Personnel: All contractor personnel performing Development/Revision work under this contract shall possess qualifications as described in Para. 7.2.1 of this document. Further skills and/or experience factors required for individual contracted tasks will be described in the Delivery Orders for those tasks.
- C. Illustrator II: All contractor personnel performing the work of an Illustrator II under this contract shall have 4 years of combined education and experience in art and design, drafting, desktop publishing, computer animation, courseware development authoring languages, or related specialty.
- D. Technical Writer: All contractor personnel performing work as a Technical Writer under this contract shall possess as a minimum at least 4 years in technical writing or commercial publication writing and direct editorial experience in extensive writing projects.

7.3 Waiver of Experience/Education Requirements. - The FAA will not authorize the employment/transfer/promotion of persons who do not meet the minimum experience and/or education requirements of the position for which they are proposed. A one-time exception will be made with respect to personnel who demonstrated satisfactory performance for a minimum of 90 days under contract (DTFA-02-99-D-05181) during fiscal year 2001, in a position equivalent to that for which they are being proposed under this contract. This exception will not be automatic, however, and the contractor will be required to request a waiver for each individual being proposed who does not meet the education and experience requirements specified in this document for the position for which they are being proposed. Requests will be reviewed by AMA-400 Division management and the CO/COTR. Approvals will be made on a case-by-case basis.

7.4 Employee Qualifications Review. - The FAA reserves the right to review the qualifications of each candidate proposed for a support position under this contract to ensure the candidate meets all stated minimum qualifications established for the position for which they are being proposed. When submitting a candidate's qualifications for review, the contractor will indicate any factual data (dates, certification, etc.) that has not been independently verified. Any qualification information questioned or requiring verification will be identified to the contractor for action and resubmission. The FAA further reserves the right to deny the appointment of any candidate found to be lacking any of the stated minimums. This right shall extend to personnel actions that would modify an individual's employment status under this contract, including promotions or transfers between tasks, where the new position involves minimum qualifications differing from those of the position currently held.

7.5 Staffing - Allowable Notification of Support Period. - The contractor shall fill each unique task within 30 calendar days. In the case of new tasks being added to the contract's requirements, the 30 days shall be counted from the date on which written notice is received from the CO or the COTR in the form of a Task Description or Delivery Order that the task is required.

7.6 Contractor Requests for Extension. - In the event the contractor foresees they will be unable to provide the support required for any previously ordered unique task within the 30 days, due to extenuating circumstances, they may request an extension of the start date for that task if at all possible. Requests must be in writing, and must be submitted to either the CO or COTR no later than the tenth calendar day of the task start date in question. Less than ten day notification may cause the contractor to be subject to reimbursement of costs incurred by the Government. Requests shall provide the contractor's rationale for believing they will be unable to provide support for the task within the allowable period, should indicate the actions being taken by the contractor to provide support, and also the projected date by which the contractor plans to provide the support. Further, requests should indicate the consideration being offered to the AMA-400 Division for acceptance of the extension as compensation for inconvenience resulting from the extension of the task. This projected date will become, subject to negotiation, the allowable extension period for that unique position. No precedent shall be established by the approval of any request for extension, and each request shall be considered separate and distinct from any other requests submitted.

7.7 CANCELLATION CLAUSE. The AMA-400 Division will notify the contractor of each unique task within 30 calendar days. In the case of new tasks being added to the contract's requirements, the 30 days shall be counted from the date on which written notice is received from the CO or the COTR in the form of a Task Description or Delivery Order that the task is required. The AMA-400 Division will give the contractor a minimum of 10 calendar days (from announced class start date) notice of cancellation of contracted services for classroom instruction. The Government will provide tasks of at least 40 hours per effected instructor for classes canceled after the 10 calendar day limitation or; the Government will reimburse actual costs incurred by prospective instructors, contractor determines which option will apply. This Cancellation Clause shall not apply, however, if said cancellation is a result of funding limits imposed by Congressional or Departmental action.

7.8 Alternative Employment Practices. - The contractor may propose employment practices differing from the information outlined below. However, the contractor shall bear a burden in such cases to demonstrate any benefits the FAA will realize from use of such practices, and how potential risks associated with the proposed utilization are to be minimized.

7.9 Prohibited Appointments. - The contractor shall not appoint to the direct support of this contract any person whose prior job performance has been rated as unsatisfactory at any time during the five (5) years preceding their anticipated date of employment.

7.10 Describing Support Requirements. - The support projections are reflected in Schedule B of the Contract for each labor category. Each full-time support position identified will represent one full-time equivalent (FTE) as defined by the US Office of Personnel Management (OPM) to be provided during the period specified. Part-time support requirements will tend to vary significantly over time. The AMA-400 Division will identify the nature of the support requirements (constant or variable) for each task in the task descriptions. It must be stressed that all proposals shall be subject to a risk assessment by the AMA-400 Division, and to negotiation.

7.11 Full Time Equivalents (FTE). - As used in this contract, the term full-time equivalents (FTE), shall be considered to represent the standard productive hour base of 1,776 hours per year, as defined by Circular No. A-76 Revised Supplemental Handbook, performance Of Commercial Activities. The contractor shall be expected to explain any proposed productive hour base differing from the OPM standard, and be prepared to demonstrate whatever benefit may be realized by the AMA-400 Division from this base.

7.12 Part Time Appointments. - Any AMA-400 Division requirements for unique, temporary, irregular, or other less than full-time support, will be specifically identified by the AMA-400 Division through Task Descriptions and/or Delivery Orders. Absent specific unique task identification by the AMA-400 Division, each identified support position is intended to be satisfied through utilization of one FTE as defined in Para. 7.11.

ATTACHMENT A

STANDARDS OF CONDUCT

ER - 4 . 1

This Chapter applies to:

Chapter established:

This version effective:

Background information:



1. **GENERAL:** All Federal Aviation Administration (FAA) employees are expected to comply fully with the letter and spirit of the Standards of Conduct set forth in this Human Resources Policy Manual (HRPM) and with those contained in FAA Order 3750.7, Ethical Conduct and Financial Disclosure. The agency's policy on employee conduct applies to all FAA employees and is designed to encourage employees to maintain a level of behavior and performance that will promote the efficiency of the Federal service and conform to accepted ethical principles.

An employee's conduct on the job has a direct bearing on the proper and effective accomplishment of official duties and responsibilities. Employees are expected to approach their duties in a professional and business like manner and maintain such an attitude throughout the workday. It is also expected that employees will maintain a professional decorum at all times while in a temporary duty travel status or otherwise away from their regularly assigned post of duty, such as telecommuting, whether at home or at a telecommuting site, or attending training. Those employees in direct contact with the public bear a heavy responsibility as their conduct and professionalism plays a significant role in determining the public's attitude toward the Federal service and the FAA.

Employees are also expected to conduct themselves off duty in a manner which will not adversely reflect on the agency's ability to discharge its mission, cause embarrassment to the agency by the employee's activity or behave in a manner that will cause the public and/or supervisors to question their reliability, judgment and trustworthiness in carrying out their responsibilities as employees of the Federal Government.

2. **EMPLOYEE RESPONSIBILITIES:** All employees are responsible for conducting themselves in a manner, which will ensure that their activities do not reflect discredit on the Federal Government and the FAA. Employees must observe the following basic on-the-job rules:

- a. Report for work, on time, and in a condition that will permit performance of assigned duties (i.e., in appropriate clothing and/or outfitted with required tools or equipment; free from any effects of alcohol and/or drugs that impair job performance or conduct; physically fit as needed by job requirements; and in a mentally alert condition to perform the duties of his/her position).

- b. Render full and industrious service in the performance of assigned duties. If such duties are not sufficient to fully occupy employees at any given time, they must notify their supervisor so that additional work may be assigned.
- c. Respond promptly to and fully comply with directions and instructions received from their supervisor or other appropriate management officials.
- d. Exercise courtesy and tact at all times in dealing with fellow workers, supervisors, contract personnel and the public. Support and assist in creating a productive and hospitable model work environment.
- e. Maintain a clean and neat personal appearance to the maximum practicable extent during working hours. Employees are expected to dress appropriately in order to reflect the level of professionalism commensurate with their duties and responsibilities.
- f. Safeguard and handle appropriately all classified information and unclassified information which should not be given general circulation as provided for in FAA Order 1600.2, Safeguarding Controls and Procedures for Classified National Security Information and Sensitive Unclassified Information.
- g. Conserve, protect and assure appropriate use of Federal funds, time, property, equipment, materials, information and personnel (both Federal and contract).
- h. Observe and abide by all laws, rules, regulations and other authoritative policies and guidance, written and unwritten. Employees will familiarize themselves with the Standards of Conduct contained in this Human Resources Policy Manual (HRPM), as well as, the Standards of Ethical Conduct for Executive Branch Employees, 5 CFR Part 2635, transmitted by FAA Order 3750.7, Ethical Conduct and Financial Disclosure.
- i. Report known or suspected violations of law, regulations or policy through appropriate channels and fully participate in inquiries. This includes reporting any personal violation that has the possibility or appearance of impacting on the employee's position (e.g., an arrest for an alcohol or drug-related driving infraction by an employee in any safety or security-sensitive position).
- j. Uphold with integrity the public trust involved in the position to which assigned.

3. SUPERVISORS' RESPONSIBILITIES: In addition to the responsibilities described above, supervisors, which includes agency management officials and team leaders officially designated "Supervisory," are also responsible for applying the FAA's conduct and discipline program to employees under their supervision. In this capacity, they must:

- a. Encourage employees to review the Standards of Conduct addressed in this Human Resources Policy Manual (HRPM). Also, supervisors must ensure that employees have reviewed, at least once, the Standards of Ethical Conduct for Executive Branch Employees, 5 CFR Part 2635, transmitted by FAA Order 3750.7, Ethical Conduct and Financial Disclosure. In addition, supervisors shall ensure that those employees required to complete a financial disclosure are reminded of their obligation to do so and reminded of the need to attend the mandatory annual training.
- b. Provide positive leadership and serve as a role model for their subordinates by demonstrating a commitment and sense of responsibility to their job and loyalty to the organization.
- c. Treat their employees with dignity, respect and in a fair and equitable manner as described in the Model Work Environment Plan (MWEP). In addition, supervisors and managers will communicate to their staff that they will not tolerate or condone discrimination, or the appearance of discrimination, on the part of any employee.
- d. Promptly notify their servicing security organization and/or their servicing Human Resources Management Division (HRMD) of known or suspected criminal activity on the part of employees; and in accordance with FAA Order 1600.1(series), Personnel Security Program, report any information that would raise doubts about an employee's continued eligibility for access to classified information.
- e. Embrace, fully support and comply with all DOT and FAA regulations, policies and programs. Take necessary corrective action when employees under their supervision commit offenses in violation of policies or programs.

4. SAFEGUARDING AND USE OF INFORMATION, DOCUMENTS AND RECORDS: Employees shall ensure the proper handling of Government records and shall not disclose or discuss any classified documents, or "For Official Use Only" information unless specifically authorized to do so, or as required, on a "need-to-know" basis, in the proper discharge of official duties. Examples of such information includes drug and alcohol testing information (e.g., random testing schedules) or EEO matters (e.g., complaints, settlement/resolution agreements, etc.). Classified information shall not be disclosed to anyone who does not have the appropriate security clearance. See FAA Order 1600.2(series), Safeguarding Controls and Procedures for Classified National Security Information and Sensitive Information, for additional information. In addition, employees shall not:

- a. Divulge any official information obtained through or in connection with their Government employment to any unauthorized person.
- b. Release any official information in advance of the time prescribed for its authorized issuance.
- c. Use, or permit others to use, any official information for private purposes, which is not available to the general public.
- d. Remove official documents or records from files for personal or inappropriate reasons. Falsification, concealment, mutilation or unauthorized removal of official documents or records, either hard copy or automated, is prohibited by law.
- e. Disclose information contained in Privacy Act records, except as provided in FAA Order 1280.1(series), Protecting the Privacy of Information About Individuals, which implements the Privacy Act within the FAA.

5. SAFEGUARDING PUBLIC FUNDS: All employees whose duties involve the expenditure of public funds must have knowledge of and observe all applicable legal requirements and restrictions. In addition, employees are expected to be prudent and exercise sound judgment in the expenditure of such funds.

- a. **Unauthorized Commitments:** Only contracting officers and other designated employees, acting within the scope of their authority, may enter into contracts or other agreements and expend funds on behalf of the Government. An agreement that is entered into by an FAA employee who does not have the authority to enter into agreements on behalf of the FAA is an unauthorized commitment. Unauthorized commitments are a serious violation of fiscal law and statutes. Persons who enter into unauthorized commitments will be held accountable. Supervisors and managers shall make every effort to prevent unauthorized commitments and must consider whether discipline is appropriate for an employee who enters into an unauthorized commitment regardless of whether the procurement action is later ratified. See Section 3.1.4, "Contracting Authority" of the Acquisition Management System or Section T3.1.4 of the FAA Procurement Toolbox Guidance for additional information.
- b. **Personal Services Contracts:** An FAA employee shall not award or be involved in the award or administration of personal services contracts unless specifically authorized in accordance with the policy and guidelines contained in the FAA Acquisition Management System. Additionally, employees will avoid all appearances of improper association with contract personnel. A personal service contract is a contract that, by its expressed terms or as administered, establishes what is tantamount to an employer-employee relationship between the Government and the contractor's personnel. Such a relationship is created when the Government exercises relatively continuous supervision and control over the contractor personnel performing the contract. See Section 3.8.2.3, "Personal Services Contracts" of the Acquisition Management System or Section T3.8.2 of the FAA Procurement Toolbox Guidance for additional information. If a legal determination is required, contact the Office of Chief Counsel.
- c. **Disclosure of Proprietary or Source Selection Information:** No procurement official or other employee who is given authorized or unauthorized access to proprietary or source selection information regarding a procurement shall disclose such information directly or indirectly to any person other than a person authorized by the FAA Administrator or the contracting officer to receive such information. An employee, who does not know whether information is proprietary or source selection information or who does not know whether he or she may disclose or receive such information, has an affirmative obligation to inquire of the contracting officer or the Procurement Legal Division whether the information is proprietary or source selection sensitive. See Section 3.1.6, "Disclosure of Information" of the Acquisition Management System or the Section T3.1.6 of the FAA Procurement Toolbox Guidance for additional information.

6. USE OF FEDERAL EQUIPMENT, PROPERTY AND PERSONNEL: Employees may not use or permit others to use Federal equipment, property, time or personnel, including but not limited to stenographic and typing assistance, computer hardware, software, telecommunication capabilities, duplicating services, mail services (internal and external) or chauffeur services, for other than official business or officially approved or sponsored activities.

- a. Government telephones, including facility interphones, are provided for use in conducting official business. Occasionally, employees are permitted to make authorized personal calls that are considered necessary in the interest of the Government. Refer to FAA Order 1830.8, Federal Telecommunications System, Calling Cards and General Government Telephone Usage, for examples of authorized personal calls.
- b. Employees may not have their personal mail directed to their place of employment. Exceptions to this policy may be granted by supervisors in unusual circumstances such as when an employee is on travel over 50 percent of the time or for employees in an overseas post of duty.

- c. The use of U.S. Government-furnished postage, either metered or stamps, for personal benefit or advancement, this includes applying for Federal positions, is prohibited by 18 USC 1719. The use of other mailing services for personal use and paid for by the FAA is also prohibited. Employee organizations and their members are also prohibited from using Government or FAA paid mailing services to distribute organizational information or conduct organizational business.
- d. Employees are prohibited from using Government contractor-issued credit cards for personal use. Employees will seek reimbursement of legitimate official business expenses within five (5) working days after completion of a trip or period of travel, or every 30 days if the employee is on continuous travel status. Prompt payment of account balances is necessary in order to avoid delinquency and embarrassment to the FAA. See FAA Travel Policy, Chapter 302, for further information.
- e. **Computers:** All Internet and electronic media access accomplished by FAA users (utilizing Government supplied resources) shall be consistent with assigned duties and responsibilities or consistent with the official business interests of the FAA. Incidental, non-government purpose, use of the Internet is permissible as long as such use does not interfere with official business and involves minimal additional expense to the Government. Such incidental use must not violate any Federal or FAA rules, regulations or policies. All employees are subject to unannounced periodic monitoring to assure that the employee is not engaging in any activity that would discredit the FAA. Non-permissible use would include, but not limited to, seeking, transmitting, collecting or storing defamatory, discriminatory, material of a sexual nature, harassing material; propagating chain letters or broadcasting inappropriate or unsolicited messages; concealing or misrepresenting user identity or affiliation; using FAA resources for commercial purposes, financial gain or in support of outside individuals or entities; engaging in unauthorized fundraising, lobbying or political activities; etc. See FAA Order 1370.79(series), Internet Use Policy, FAA Order 1370.81, Electronic Mail Policy, FAA Order 1370.82, Information Systems Security Program, and DOT H 1350.2, DOT Internet Policy, for further information.
- f. Employees who willfully use or authorize the use of passenger carriers for other than official business shall be suspended for at least one month or longer as warranted, or summarily removed from the Service, as mandated by 31 USC 1349 (b). Passenger carrier includes motor vehicle, aircraft, boat, ship or other similar means of transportation owned or leased by the U. S. Government. Refer to FAA Order 4670.2, Motor Vehicle Management, for further information.

7. **OBSERVING SAFETY REGULATIONS:** Employees must observe all rules, signs and instructions relating to personal safety in the workplace. See FAA Order 3900.19(series), Occupational Safety and Health for additional information. In addition to avoiding accidents, employees must report potentially unsafe or unhealthful working conditions and/or practices to their immediate supervisor or the appropriate safety and health official, and cooperate fully with agency safety staff. Nonobservance of the governing safety regulations, such as the acts described below, is prohibited:

- a. Failure to report an accident involving injury to persons or damage to property or equipment.
 - b. Failure to use protective clothing or equipment (e.g., failure to use a safety climbing device when one is provided).
 - c. Endangering the safety of, or causing injury to, personnel or damaging property or equipment through negligence.
 - d. Failure to wear an available safety/seat belt while using a motor vehicle for official Government business.
 - e. Failure to report an operational error or deviation.
 - f. Failure to evacuate the premises during a fire alarm/drill or other order to vacate a work site. Failure to abide by the directions of a Floor Warden, safety, security or management official.
8. **UNAUTHORIZED ABSENCE AND TARDINESS:**
- a. Employees are expected to schedule and use earned leave in accordance with established procedures and in cooperation with co-workers and supervisors. Employees must obtain prior approval of all absences from duty including leave without pay (LWOP). Employees are required to contact their supervisor, normally within one hour of the employee's scheduled start time, to request and explain the need for unscheduled leave. Unplanned absences may negatively reflect on the employee's dependability and reliability, and adversely affects the mission of the FAA. In accordance with the guidelines outlined in FAA Order 3600.4, Absence and Leave, an absence that is not approved will be charged to absent without leave (AWOL).
 - b. Tardiness includes delay in reporting to work at the employee's scheduled starting time, returning late from lunch or scheduled break periods and overdue return to the employee's work site after leaving the work station on official business. Unexplained and unauthorized tardiness will be charged to AWOL which can be recorded in one-minute increments.
9. **GIVING STATEMENTS AND/OR TESTIMONY:**
- a. It is the duty and requirement of every employee to give, orally and/or in writing as directed, to any supervisor or DOT official conducting an investigation, inquiry or hearing in the interest of the agency, complete and truthful information and testimony pertaining to all matters in which queried.
 - b. When directed by the Administrator (or his/her authorized representative), an employee shall take an oath or make an affirmation about his/her testimony or written statement before an agent authorized by law to administer oaths, and the employee shall, if requested, sign his/her name to the transcript of testimony, affidavit or written statement which the employee provided. No employee may refuse to testify or provide information pertinent to matters under investigation or inquiry.
 - c. All employees must give complete and truthful information in response to requests received from Congress, the General Accounting Office, the Office of the Inspector General, the Office of Personnel Management or other duly authorized investigative bodies, regarding matters under their jurisdiction. It is FAA policy to cooperate with such bodies in the public interest. Employees must notify their supervisor, or their second-level supervisor if the inquiry concerns the first-line supervisor, of any such request.
10. **LETTERS AND PETITIONS TO CONGRESS:** The use of appropriated funds to influence the consideration of legislation is prohibited by statute (18 USC 1913). On the other hand, the right of employees, either individually or collectively, to petition Congress or any member thereof or to furnish information to any committee or member of Congress is provided by law. Letters to Congress, as well as petitions and other communications, are covered by this provision. While the FAA desires that employees seek to resolve any problem or grievance within the agency, any employee exercising the right to correspond with a member of Congress shall be free from restraint, reprisal or coercion. Nevertheless, in accordance with FAA policy, employees may not use agency facilities, supplies,

equipment, personnel and/or duty time when contacting, either orally, electronically and/or in writing, about personal business to anyone, including any committee or member of Congress.

11. RECORDING OR MONITORING OF TELEPHONE CALLS OR COVERT RECORDING OR MONITORING OF CONVERSATIONS, MEETINGS, ETC:

- a. Telephone eavesdropping is prohibited. Advance notice must be given whenever another individual is placed on the line for any purpose whatsoever. An advance verbal warning must be given when an automatic recording device or a speaker telephone is used. The use of recording devices, portable or otherwise, on telephones shall be for official purposes and generally limited to areas involving air safety. This includes accident investigations, near-collision reporting, Command Communications Network and the Washington Tactical Switch. For further information, refer to FAA Order 1600.24(series), Listening-in to or Recording of Conversations on Telephones or Telecommunications Systems.
- b. FAA employees, in the conduct of their official duties, may not use, aid in the use of, or ignore the improper use of, secret recording or monitoring equipment of any kind. Conversations shall be recorded for official purposes only, and only with the knowledge and consent of all those being recorded.
- c. Covert/secret taping of any conversation or meeting occurring at the workplace or conversation or meetings off-site that deal with workplace issues and matters of official concern are prohibited. Examples of such meetings are promotion interviews, EEO meetings with a counselor or investigator, meetings between a supervisor and a subordinate, etc. This prohibition applies regardless of any State law which may permit covert/secret tape recording.
- d. The prohibitions do not preclude the use of normal or standard types of recording equipment used openly in areas involving air safety, or under circumstances wherein the prior concurrence of all parties is clearly and specifically indicated and understood.

12. DEFAMATORY OR IRRESPONSIBLE STATEMENTS: While FAA encourages freedom of expression, employees are accountable for the statements they make and the views they express. Employees shall not make irresponsible, false, disparaging, disrespectful or defamatory statements which attack the integrity of other individuals or organizations, or disrupt the orderly conduct of official business, nor may they make statements urging or encouraging other employees to act or speak irresponsibly, or to commit unlawful acts.

13. WORKPLACE VIOLENCE: Violent, threatening, harassing and/or confrontational behaviors in any form are unacceptable and will not be tolerated. Threatening behavior may include harassment in the form of intimidation, or any oral and/or written remarks or gestures that communicates a direct or indirect threat of physical harm, or otherwise frightens, or causes an individual concern for their personal safety. Such irresponsible and inappropriate behavior may include pushing, poking, physically crowding, stalking, fist shaking, throwing objects regardless of the target of the object being thrown, name calling, obscene language or gestures, or any other intimidating or abusive action which creates a fearful environment and apprehension of harm. Employees, supervisors and managers are responsible for enforcing the highest standards of personal safety and welfare at the workplace. Consequently, employees must immediately report threats of violence, violent incidents or other inappropriate behavior to their supervisors. For additional information, refer to the Department of Transportation Supervisor's Guide for Responding to Violence, Threats or Inappropriate Behaviors.

14. POSSESSION OF FIREARMS: No employee, while in or on FAA/GSA-owned or leased property, to include Government and personal vehicles, shall carry or have in their possession, privately owned firearms or other weapons unless authorized by the FAA to do so in connection with his/her FAA official duties, such as Federal Air Marshalls. See FAA Order 1600.69, Facility Security Management Program, Appendix 12, for additional information. This prohibition applies regardless of any State law which may permit the carrying of firearms.

15. ALCOHOL AND DRUGS: The FAA is concerned with the decision of any employee who inappropriately or illicitly uses illegal and legal substances. Illegal substances include, but are not limited to, cocaine, marijuana, opiates, amphetamines and phencyclidine. Legal substances include alcohol, prescription and over-the-counter medications. These substances can affect the employee's work performance and/or conduct and have an adverse impact on the employee's credibility. As an employer with responsibility for aviation safety, the FAA is especially concerned when an employee's actions could affect the safety of the flying public. The confidence of the flying public depends upon absolute trust in the integrity of the air transportation system. Employees occupying Testing

Designated Positions (TDP), who inappropriately or illicitly use substances, on or off the job, place their jobs in jeopardy. This includes arrests for drug and alcohol related crimes for which a term of imprisonment could be imposed. The FAA will not allow any employee known to inappropriately or illicitly use substances to perform any safety or security-sensitive duties until the FAA has determined that such an employee is no longer a risk to public safety or national security. DOT Order 3910.1 provides further information on the drug and alcohol program and specifically identifies those FAA positions designated as TDP's. Also refer to the Human Resources Operating Instructions (HROI) - Alcohol and Drugs (under development), for further information.

16. ELIMINATING DISCRIMINATION AND CREATING A MODEL WORK ENVIRONMENT (MWE):

- a. The FAA Personnel Management System (PMS), paragraph VIII, Prohibited Personnel Practices, prohibits discrimination against anyone on the basis of race, color, national origin, religion, age, sex, disability, sexual orientation, political affiliation or marital status. In addition, the Administrator's Policy Statement on Model Work Environment states that the FAA will not tolerate disparate treatment of individuals on the basis of any other characteristics not bearing on job performance.
 - 1) The FAA is committed to providing a work environment where unlawful discrimination is eliminated and where the contributions of all employees are supported and encouraged without regard to non-merit factors. To facilitate this effort, the FAA developed the Model Work Environment Plan (MWEP) which directly supports the FAA Strategic Plan. The precepts outlined in the MWEP are applicable to all employees. All conduct must be appropriate and supportive of a model work environment. For instance, discriminatory conduct, the making of disparaging remarks, expressing stereotypical views or displaying and/or distributing offensive material are prohibited in the workplace.
 - 2) The MWEP identifies goals and actions for supervisors and managers to support the agency's effort to create and maintain a model work environment for its employees by managing diversity and practicing equal employment opportunity and affirmative action in accordance with law. Every level of management is required to provide positive leadership and support for the agency's EEO policies and programs through ensuring that all agency programs, practices and activities are developed and administered in accordance with pertinent laws and agency policy prohibiting discrimination. Managers and supervisors must not engage in unlawful discrimination or inappropriate behavior in carrying out their authority to take, direct others to take, recommend or approve any personnel action with respect to FAA employees and applicants. Managers and supervisors are responsible for ensuring that the workplace is hospitable and free of discrimination, intimidation and other offensive behaviors and materials. Managers and supervisors will be held accountable if they fail to take appropriate action to correct intimidating and offensive activity in the workplace.
- b. Coercion or Retaliation: It is a violation of FAA policy to coerce, threaten, retaliate against, or interfere with any person in the exercise of rights prescribed under Title VII of the Civil Rights Act of 1964, as amended, 5 USC. 2302, the FAA Personnel Management System (PMS) of 1996, or the FAA Model Work Environment Plan (MWEP). No employee shall be subject to retaliation for making a charge of discrimination, giving testimony, assisting, or otherwise participating in a complaint of discrimination; nor shall an employee be retaliated against for filing a grievance or participating in the grievance process, or addressing his/her concerns through others available means (i.e., Administrator's Hotline, Inspector General complaint).

17. SEXUAL HARASSMENT AND MISCONDUCT OF A SEXUAL NATURE: As an employer, the FAA is committed to providing a workplace that is free of sexual harassment or misconduct of a sexual nature. All employees have a right to work in an environment where they are treated with dignity and respect.

- a. Sexual Harassment as Sex Discrimination in Violation of 29 CFR 1604: Sexual Harassment is defined as unwelcome (actions will be determined as "unwelcome" if the employee did not solicit the action and the employee regarded the conduct as undesirable and/or offensive) sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - 1) Submission to such conduct is made either explicitly or implicitly a term of an individual's employment,
 - 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions, or

- 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- b. **Misconduct of a Sexual Nature:** This is conduct that may not rise to the statutory definition of sexual harassment, but is nonetheless inappropriate for the workplace and will not be tolerated. Generally, this type of unacceptable conduct falls under a charge described in HROI - Table of Penalties. For instance, viewing and/or printing material of a sexual nature from the Internet is inappropriate. Potential charges include, but are not limited to, misuse of Government equipment, systems and/or time.
- c. **Misconduct in Violation of the Agency's Policy:** All employees have a responsibility to behave in a proper manner and to take appropriate action to eliminate sexual harassment or other misconduct of a sexual nature in the workplace. The FAA established the Accountability Board which addresses sexual misconduct exhibited at the workplace. See FAA Order 1110.125, Accountability Board, for more information. Examples of actions which are considered in violation of the agency's policy include, but are not limited to:
 - 1) Sexual teasing, jokes, remarks or questions.
 - 2) Sexually suggestive/offensive looks, leering, ogling, staring at a person's body, or sexually suggestive/offensive gestures or actions.
 - 3) Unwelcome letters, cards, cc mail messages and/or telephone calls.
 - 4) Posting, distributing, showing, viewing, accessing through the Internet or other electronic media sources, materials of a sexual nature. Sexually explicit materials are prohibited at the worksite, regardless of whether or not a specific complaint is filed.
 - 5) Pressure for dates.
 - 6) Inappropriate physical touching.
 - 7) Promise of benefit in exchange for sexual favors.
 - 8) Threat or act of reprisal for refusal to provide sexual favors.

18. POLITICAL ACTIVITY: It is the right of all employees to vote as they choose and to express their opinions on all political subjects and candidates as specifically authorized in the Hatch Act (5 USC 7321). However, employees are responsible for acquainting themselves with restrictions on partisan political activity and for not engaging in prohibited actions. Any political activity that is prohibited in the case of an employee acting independently is also prohibited in the case of an employee acting in cooperation with others or through an agent. Employees are accountable for political activity by persons other than themselves, including wives or husbands, if the employees are thus accomplishing by collusion and indirection what they may not lawfully do directly and openly. This does not mean that an employee's spouse may not engage in politics independently upon his or her own initiative and in his or her own behalf. See Title 5, Chapter 73, or 5 CFR Part 733 and 734 for additional guidance.

19. HOLDING OFFICE IN STATE OR LOCAL GOVERNMENT: No employee shall run for the nomination or as a candidate for a local partisan political office, except as expressly provided in Title 5, Chapter 73. Because of the unique interrelationship between the FAA and local and state government, employees are urged to seek the advice of their Regional or Center Counsel to help determine if a particular office represents a real or apparent conflict of interest. Employees who hold local or state office must observe both the letter and spirit of the prohibition on active participation in partisan politics.

20. SUBVERSIVE ACTIVITY: In accordance with Title 5, Chapter 73, no employee shall advocate or become a member of any organization which the employee knows advocates the overthrow of the constitutional form of Government of the United States, or which seeks by force or violence to deny other persons their rights under the Constitution of the United States.

21. STRIKING: No employee shall engage in or encourage another Federal employee to engage in a strike, work stoppage, work slowdown, or sickout involving the Federal Government. See Title 5, Chapter 73, for further information.

22. CANVASSING, SOLICITING OR SELLING: Employees shall not engage in private activities for personal gain or any other unauthorized purpose while on Government owned or leased property, nor may Government time or equipment be utilized.

- a. This prohibition applies specifically, but is not limited to, such activities as:

- 1) Canvassing, soliciting or selling, particularly for personal or private monetary gain.

- 2) Promoting buying, group or otherwise, when such action could reasonably be interpreted as involving the improper use of Federal facilities, equipment and personnel.
- 3) Canvassing or soliciting membership, except as authorized in connection with organized, sanctioned employee groups.
- 4) Soliciting contributions from other employees for a gift to anyone in a superior official position in contravention of law (5 USC 7351) or regulation (5 CFR 2635.300 et. seq.). This prohibited activity applies on or off Government premises.

b. This prohibition does not apply to:

- 1) Activities that are specifically authorized by appropriate authority.
- 2) Soliciting contributions for charitable, health, welfare and similar organizations as authorized by appropriate authority (e.g., Combined Federal Campaign).
- 3) Collecting contributions for group immunization programs conducted for the benefit of employees.
- 4) Those activities of voluntary groups of Federal employees commonly accepted as normal social, welfare or recreational functions of such groups.
- 5) A spontaneous, voluntary collection for an employee who is to be married, expect a child, retired, transferred, separated, ill, or as an expression of condolence, or other significant life activity, when conducted by co-workers of approximately equal status to the employee.

23. BORROWING AND LENDING MONEY: Managers, supervisors or supervisory team leads shall not borrow money from subordinates or have a subordinate act as an endorser or co-maker of a note given as security for a personal loan. Neither shall an employee lend money to any other employee, superior official or peer, for the purpose of monetary profit or other gain. These prohibitions do not apply to the operation of recognized credit unions or to employee welfare plans.

24. ACCEPTING NOTARIAL FEES: An employee who is a notary public shall not charge or receive fees for performing notarial acts in connection with his or her official duties. The prohibition on acceptance of fees does not apply to notarial acts performed in an unofficial capacity during off-duty hours and off Government-controlled property.


25. MEETING FINANCIAL OBLIGATIONS: All employees are expected to discharge their just financial obligations, especially those such as Federal, state or local taxes. Employees are also expected to honor all other valid debts, including personal commercial debts, Government contractor-issued credit card debts, claims based on court judgments, Federally insured student loans and tax delinquencies, and to make and adhere to arrangements for settlement of debts.

26. ACCEPTING GIFTS: With certain exceptions, FAA Order 3750.7, Ethical Conduct and Financial Disclosure, prohibits employees from accepting any gifts, favors, gratuities, or any other thing of monetary value, including free transportation, from any person or company that is subject to FAA regulations, that has or is seeking to have contractual relations with FAA, or that has interests which might be affected by the performance or non-performance of the duties of the particular employee. See 5 CFR 2635.200 et seq., FAA Order 2700.20(series), Gifts and Bequests and FAA Order 3750.6(series), No-Charge Transportation Provided by State and Local Government Agencies for Official Travel by FAA Employees, for additional information.

27. OUTSIDE EMPLOYMENT AND FINANCIAL INTERESTS: Employees must comply fully with the letter and spirit of the guidance and information relating to outside employment and financial interests contained in FAA Order 3750.7, Ethical Conduct and Financial Disclosure and in DOT Supplemental Regulations, 5 CFR 6001.

28. REPORTING VIOLATIONS: As mandated under "Employee Responsibilities," it is the duty of every employee to report any known or suspected violation of law, regulation or policy to their immediate supervisor. Failure to report a violation may result in discipline. In rare instances, when reporting a violation of sexual harassment or misconduct of a sexual nature through the supervisory chain is not feasible, the employee may notify the Administrator's Hotline, servicing security organization or the Accountability Board (FAA Order 1110.125).

Related Policies	
Human Resources	
Operating Instructions	

 All text located within the arrows (> <) is discretionary

ATTACHMENT 3
Screening Standards-CONTRACTOR

1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;
5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

ATTACHMENT 4
*ADJUDICATIVE STANDARDS: ISSUES
CLA 1262 (June 2001)

Major issues or conduct which standing alone would be disqualifying under suitability, for any position is a conviction record within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more convictions or a combination of two or more issues of any or all of the items listed below.

1. Issues related to use or possession of intoxicants:
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.
2. Issues related to illegal use/possession of controlled substances or marijuana:
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.
3. Issues related to financial responsibility:
Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.
4. Issues related to immoral conduct:
Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.
5. Issues related to honesty:
Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.
6. Issues related to disruptive or violent behavior:
Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.
7. Issues related to termination or forced resignation:
Pattern of unemployability based on misconduct or delinquency as reflected in employment history.
8. Issues related to firearms/weapons:
Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.
9. Miscellaneous issues:
Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.